



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECT Division -1 PUNE**

TENDER NO: - EE/EHV PD-1/Pune/Tender No T-7/2020-21.

RFX No:- 7000018959

Tender for: - Work Contract for upgradation of 8 nos of Desktop & 1 no of HP lajer jet color printer by buy back and upgradation of 2 nos of laser jet printers under EHV PD-I, Pune.

Estimated cost:- Rs. 4,30,328.80/- incl of GST

Earnest Money Deposit:- Rs. 5000/- + GST

Online Sale of Tender:- From Dtd. 03.03.2021 to Dtd. 09.03.2021 up to 23:59 Hrs

Last Date of Submission:- Dtd. 09.03.2021 up to 23:59 Hrs

Probable Opening Date:- Dtd. 10.03.2021 after 10:00 hrs. (Technical bid)

Dtd. 15.03.2021 after 12:00 hrs. (Price bid)

Tender Fee:- Rs. 500/- + GST Extra (Non-Refundable)

TENDER No:- EE/EHV PD-I/PUNE/T-7/2020-21 RFX No. 7000018959



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECT Division -1 PUNE**

THIS BID CONTAINS

A] Tender Notice.

B] Tender Documents:-

1. Part I: Scope of Work & QR.
2. Part II: Instructions to Bidders.
3. Part II: General Terms & Conditions of the Contract.

C] Detail Estimate:- Schedule 'A'

D] Declaring of firm for not Debarred/blacklisted by Government/Semi-Government/Other Power Utilities, Anywhere:- Annexure 'G'

E-tender Notice

MEETCL invites online bids (E-Tender) from registered contractors / agencies on Mahatransco E-Tendering website <https://srmetender.mahatransco.in/> for following works,

Sr. No.	Tender No. & Description of Work					
1	Tender No. EE/EHV PD-I/Pune/T- 7/2020-21. RFX NO. 7000018959			Download of tender documents Date		
	Work Contract for upgradation of 8 nos of Desktop & 1 no of HP lajer jet color printer by buy back and upgradation of 2 nos of laser jet printers under EHV PD-I, Pune			03.03.21 to 09.03.21 till 23:59Hrs		
	Estimated Cost (Rs.)	EMD (Rs.)	Tender Fee (Rs.)	Closing Date	Technical opening Date	Commercial opening Date
	4,30,328.80/-	5000/-	500/- + GST Extra (Non-Refundable)	09.03.21 23:59 Hrs.	10.03.21 10.00 Hrs. (if possible)	15.03.21 12.00 Hrs. (if possible)
Contact Person : The Add Executive Engineer (O), 8484941664 For further details visit our website https://srmetender.mahatransco.in/						

1. Relevant portions of the Tender which the tenderers have to fill online would be available on aforesaid website within the aforesaid date & time.
2. The EMD & Tender fees is to be paid online to MSETCL account through E-tendering website within the tender sale period. The tender fees and EMD will be accepted online only.
3. Eligible contractor agencies should submit their bid well in advance instead of waiting till last date. MSETCL will not be responsible for non-submission of Bid due to any website related problems.
4. Scan copy of "receipt of transaction ID generated after online payment of tender fees & EMD" shall be submitted along with the technical bid.
5. The undersigned reserves the right to cancel the above tender/LOI/work order at any stage without assigning any reason.
6. Change in date of opening of bids, if any will be notified on <http://mahatransco.in/>.

Note :- All eligible interested contractors are mandated to get enrolled on E-Tendering portal (<https://srmetender.mahatransco.in/>).

**EXECUTIVE ENGINEER
EHV PD-I, PUNE**

TENDER No:- EE/EHV PD-I/PUNE/T-7/2020-21 RFX No. 7000018959



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECTS DIVISION-1 PUNE**

**PART – I
Scope of Work & Qualifying Requirements**

1. Name of work:

Work Contract for upgradation of 8 nos of Desktop & 1 no of HP lajer jet color printer by buy back and upgradation of 2 nos of laser jet printers under EHV PD-I, Pune

2. Scope of Work :

Scope of work includes supply, installation & commissioning of new 8 no of desktop, 2 no of all in one laser jet printer & 1 no. of HP lajer jet pro M126 NW multifunction all in one printer with all necessary software & hardware as per mentioned in Sch 'A'.

3. Eligibility (Technical Bid): Technical Qualifying Requirements

A] Technical Criteria:-

1] The bidder should have executed **the similar work of Supply Installation & Commissioning of Desktop PC/Laptop/Printer etc. (Assembled Desktop/Laptop & Workstation will not be acceptable).** The work order for this work should have been issued during last **5 years** from the scheduled date of bid submission.

The amount of work executed against such work order must be as below:-

- a) **Single** completed work amounting not less than **80 %** of estimated cost OR
- b) **Two** completed work each amounting not less than **50 %** of estimated cost OR
- c) **Three** completed work each amounting not less than **40%** of estimated cost.

The Work done / Performance Certificate against said work orders from Authorized Person / Competent Authority should be submitted.

B] Financial Criteria:-

1) Proof of **EMD & Tender Fee** should be submitted. The firm/bidder has to pay E.M.D. irrespective of SRM system asks for the same or not in following cases:

- a) The SSI/NSIC Certificate must be issued in the year of 2019-2020.
- b) If SSI/NSIC certificate do not indicate Material/Service required against present Tender.
- c) If Turnover or Manufacturing Capacity exceeds the limit indicated in SSI/NSIC certificate specified by the concerned Authority to avail the benefit of EMD exemption.

If, required EMD is not paid by the firm/Bidder, the offer is liable for rejection.

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2) **Annual Turnover** for last 03 financial years (i.e. 2017-18, 2018-19, 2019-20) & duly certified by the Chartered Accountant should be submitted & annual turnover should be at least **60%** of the estimated cost.

3) Chartered Accountant (C.A.) certified **Average Net Worth** should not be less than **25%** of estimated cost for last three FY (i.e. 2017-18, 2018-19, 2019-20).

5) Audited Financial Statements i.e. **Profit & Loss Account and Balance Sheet** for last 03 Financial years (i.e. 2017-18, 2018-19, 2019-20) duly certified by the Chartered Accountant should be submitted.

6) **IT Returns, GST Returns** of Last 01 Financial year i.e. 2019-20 should be submitted.

Note:-All CA Certificates should have UDIN as per ICAI guidelines. Documents without UDIN are liable for rejection.

C] General Criteria:-

1) Certificate of Incorporation

2) PAN Registration

3) GST Registration

4) Constitution of bidder's firm (Partnership deed/Articles of Association, MOA etc) if applicable.

However JV is not allowed.

5) Certificate of Registration of Bombay Shop & Establishment Act if applicable.

6) Annexure G "declaring that their Firm is not Debarred/blacklisted by Government/Semi-Government/Other Power Utilities, anywhere should be submitted should be submitted.

4. Validity of Offer:

The offer shall be kept open for our acceptance up to 180 days from the date of commercial opening of the tender.

5. Work Completion Period:

All work in all respect shall be completed within 15 days from the date of issue of work order. The validity of contract will be TWELVE months from the date of issue of LOI/work order. Work schedule will be intimate to agency from MSETCL.

6. EMD:

EMD amount of Rs. 5000/- which is payable online only. The tender will not be opened unless EMD is paid.

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7. Payment Terms:-

100% Payment against completion of works, will be made after satisfactorily completion of work and submission of tax invoice to EHV PD-I,Pune, within reasonable time by Executive Engineer, EHV PD-I,Pune.

8. Submission of Tax invoice (bills):-

- a. Tax Invoice in triplicate shall be submitted along with the work completion report duly signed by each SDO / Section incharge under which the work has been executed satisfactorily. The payment of same will be normally be made within a reasonable period from the date of receipt of the bill.
- b. Tax Invoice submitted without proper and complete details (such as the work completion report, guarantee/warrantee certificate etc.) will not be admitted for payment and shall be returned at the risk and cost of contractor. The delay caused in processing the bills shall be to the contractor's account. All ORIGINAL documents or certified Xerox copy shall be attached to bill.

**Executive Engineer
EHV PD-1 Pune**



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECTS DIVISION-1 PUNE**

Instructions to the Bidders

PART II

1. Signing of Bid:

The bid documents shall be signed and submitted by

- i) In case of Proprietary Firm - Proprietor / Power of Attorney Holder
- ii) In case of Partnership Firm - Authorized Partner (Authority Letter by all partners to be enclosed)
- iii) In case of Public / Pvt. Ltd. Firm - Authorized Director (Copy of resolution of Board of Director to be enclosed)

2. Submission of Bid:

- i) The bidder is expected to visit the site and get familiarized with the site and collect the required information before submitting the offer. All personnel / labor, required material and T&P are to be arranged by the bidder.
- ii) The bid shall be submitted through SRM E-tendering website only for respective RFX.
- iii) The document should be submitted as mentioned above only, in PDF format only.
- iv) SRM system activity done during complete bidding process will be intimated to the bidder through system generated E-mail.
- v) When required you will have to submit original copies of above documents for verification.
- vi) Only uploaded copy of SRM e-tender on official website will be considered. If any bidder submit both online e-tender & hard copy of the same' then hard copy of the tender will not be opened/ considered as bid.
- vii) If EMD amount is below Rs. 5,00,000/- (Five lacs only), it should paid online only through the SRM system. For EMD more than Rs. 5,00,000/- (Five lacs only) EMD can be paid in terms of Bank Guarantee/DD. Format for the BG is attached to the RFX.
- viii) If the EMD is paid in the form of BG/DD, bidder should upload scanned copy of the BG/DD in bid documents and physical copy should be submitted after sale closing and before technical bid opening.

3. Response to Price Bid:

- i) The type of bid for this tender is "Percentage type of Bid".
 - ii) The bidder should quote their rates in above /below/at par percentage of estimated cost.
- a) The bidder can check the item wise rates in the attached estimate or under Item Tab in the RFX.
 - b) The rates quoted shall include required material, T&P, and personnel for executing the works.

4. Disqualification:

- i. Disclosing untrue and / or false information, or withholding information or part of information.
- ii. Record of poor performance such as unsatisfactory work of abandoning the work etc.
- iii. Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.
- iv. Submission of only hard copy of the bid.
- v. Not fulfilling the Technical Qualifying Requirement.
- vi. Non – payment of EMD & Tender Fee.
- vii. Submitting forged document. Further, the EMD of such bidders will be forfeited without any notice.

5. Refund of EMD:

The EMD of the unsuccessful tender will be returned after the issue of work order to the successful bidder. The EMD of the successful Tenderers will be returnable after payment of S.D by him.

Note: Earnest money deposited will be refunded online through SRM System after approval from competent Authority. EMD will be credited to the bank account maintained by bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address are correctly maintained in SRM System and update the same, if required.

In case bank details are not maintained by the bidders in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay. MSETCL will not be responsible for any financial implications in case incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD.”

6. Evaluation Bid:

The bids will be evaluated on the basis of total price (supply, erection & Civil) including all the taxes, duties and levies as quoted for the tender.

7. Awarding of Contract:

The MSETCL does not bind itself to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past record will carry due weightage while arriving at the decision. The bidder should not quote conditional rates related to quantity of work. The MSETCL reserves the right to award the contract to more than one bidder by splitting the tendered quantity.

8. Signing of Contract:

Within 15 days from the date of the receipt of this LOI/work order, the contractor shall enter into an agreement with MSETCL, in the prescribed proforma. Until the agreement is executed the Company will not be liable to pay nor shall the contractor be entitled to claim amount due or payable under the contract. The necessary stamp duty for the agreement shall be borne by the contractor.

9. Prohibiting participation of Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities:

Bidders have to submit an undertaking in the attached Proforma ANNEXURE-G declaring that their Firm is not Debarred/blacklisted by Government/Semi-Government/Other Power Utilities, anywhere. If it is revealed that the participating Bidder is Debarred/blacklisted by Government/Semi-Government/Other Power Utilities, anywhere, then Offer of such bidder shall be liable for rejection at any stage of tendering process. Further, if it is revealed that the successful Bidder is Debarred/blacklisted by Government/Semi-Government/Other Power Utilities, anywhere, then Order of such Bidder shall be liable for termination an any stage of Order execution process and the concern Bidder shall be solely responsible for the consequences arising therefrom.

10. Cancellation of Tender/LOI/Work Order:-

The undersigned reserves the right to cancel the tender/LOI/Work Order at any stage without assigning any reasons thereof

**Executive Engineer
EHV PD-I, Pune**



**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECT DIVISION-1 PUNE**

**PART III
Terms and Conditions of the Contract**

1. Supply of Material:

Immediately on receipt of the LOI/Work Order, the contractor shall take prompt action in planning the work in consultation with the concerned Engineer. He should also take steps for timely procurement of the necessary material as per LOI/Work Order and tools and plant. The material to be supplied shall be procured from the reputed brand viz. Lenovo, HP, Dell, Epson etc only.

2. Execution of the work:

The execution of work is to be planned in consultation with the Executive Engineer EHV PD-1 Pune or his representative. The work should be carried out strictly following the standard practices, processes and methods of MSETCL.

3. Supervision of the work:

The works shall be under overall supervision, and shall be subject to the approval of the Executive Engineer EHV PD-I Pune or his representative.

4. Operating Authority:

This contract will be operated by Executive Engineer EHV PD-I, Pune or his representative.

5. Time is the essence of the Contract:

The time stipulated in the Contract for the completion of works shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to. The Contractor shall submit a detailed Bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of work also clearly indicating the completion period for various groups of activities.

6. Guarantee/Warranty:

The Contractor shall warranty that the equipment/materials will be new and in accordance with the Contract documents and will be free from defects in material and workmanship for a period of **One year** from the date of **final acceptance** of the works by the Owner. Any defect developed due to defective materials and/or workmanship during testing and commissioning of the equipment or during the guarantee period of One year from the date of final acceptance of work by the Owner, shall be rectified or made

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good by the Contractor at his own cost. All costs for the repair and/or replacement of defective parts such as dismantling, re-erection, supply, transportation, etc. shall be to the account of the Contractor.

7. Performance Guarantee in lieu of Security Deposit:

1. The Performance Bank Guarantee for the proper fulfillment of the Contract shall be furnished by the Contractor in the prescribed form within SEVEN (7) days of Notice of Award of Contract/Letter of Award and before release of any payments due including the advance payment, if any. The performance Guarantee shall be as per proforma attached to the Bid Document. This guarantee shall be for an amount equal to **5% (FIVE percent) of the Contract price or the estimated tender amount whichever is higher.**

2. The performance guarantee shall cover additionally the following guarantee to the Owner.

3. The Contractor guarantees that the equipment installed by him shall be free from all defects in materials/workmanship and shall, upon written notice from the Owner, fully remedy free of expenses to the Owner such defects that are attributable to the Contractor within the period of guarantee specified in the relevant clause of the Contract.

4. The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not to be construed as limiting the damages stipulated in other clauses of the Contract.

5. The Performance Guarantee shall be returned to the Contractor 90 days after the end of the guarantee period. The Owner is not liable to pay any interest or compensation to the Contractor for retaining the performance Guarantee after the end of the guarantee period.

6. The termination of the Contract on account of 'Contractor's default' shall not entitle the Contractor to reduce the value of the performance guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of Contract including 90 days after the end of guarantee period.

7. In the case of increase in contract value, the contractor shall within 30 days from the date of amendment letter, indicating increase in contract value, submit the Performance Bank Guarantee equivalent to 10% of the value of increase in contract value, valid for period as indicated in sub clause 8.5

8. After issue of the Notice of Award /Letter of Award of contract, the contractor will have to pay S.D. in the form of BG in cash or in the form of F. D. R. within 7 days from the date of receipt of order. Otherwise it will be deducted from first RA bills with floating SBI & PLI rate.

8. Liquidated Damages:

If the agency fails to complete the work within stipulated time, penalty @ 1/2% (half percent) per delayed week or part thereof subjected to maximum to 10% of work order amount shall be levied. If the work is not carried out in the stipulated period, the works will be got done departmentally or through any other agency at your risk and cost even at higher rates, in addition to the penalty that shall be chargeable as mentioned above.

9. Risk & Cost:-

In case you fail to complete the work entrusted to you partly or fully, the undersigned reserves the right to get the balance work carried out through other agency and difference in cost will be recovered from your bill and S.D. If the balance remained to be recovered the same shall be recovered from your any balance payment in all over MSETCL.

10. Progress Report:

Time being the essence of contract, the contractor shall submit the progress report to Concern Additional Engineer, under intimation to concerned Executive Engineers showing the progress of works.

11. Hindrance of work: -

If the work has to be suspended due to any reason, shut down etc. The MSETCL shall not pay any compensation / Damage to the contractor towards item like labor, idle machinery, vehicles etc. However in such case the contractor will be paid for the actual work executed by him under the supervision & measured by concerned Executive Engineer. A separate register shall be maintained jointly by the site in-charge and the agency.

12. Quantities:

The quantities indicated in the Schedules are approximate and only indicative. The actual quantities may vary. The payment will be done for the actual quantity of work done.

13. PRICE VARIATION:-

Price variation clause is not applicable for this tender.

14. Contractor's employees:

The contractors shall employ and provide onsite only such employees who are skilled and experienced for execution and supervision of works. The contractor shall provide housing accommodation to his employees. He shall also be responsible for any injury / accident to his employees, payment of compensations etc. as may be required to be paid eventually, shall be borne by the contractor himself. The contractor should ensure that his staff uses the requisite safety equipment. The employees should be duly insured against any such eventuality.

15. Damages to Persons and Property:

The contractor shall indemnify MSETCL against any losses and claims regarding any injuries or damage to any persons, material or physical damage to any property whatsoever which may arise out of, or in consequence of the execution of the work. During execution of work any damage/loss to Transmission Company's property occurs will be recovered from your bill.

16. Sub-letting of Contract:

The contract, or any part thereof shall not be assigned, transferred, or sub – let without the prior written permission of the undersigned. Even if such permission is granted, it shall be the responsibility of the principle contractor to whom the work order was originally issued, to execute the works as per the terms of the contract.

17. Force Majeure:

The following clauses which substantially affect the performance of the Contract shall only be considered as force majeure conditions.

a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.

b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes. Provided the party affected by the 'Force Majeure' shall within fifteen (15) days from the occurrence of such a clause, notify the other party in writing of such cause with sufficient documentary proof.

18. Income Tax, GST, TDS and Labour Cess:

Income Tax, GST, TDS and Labour cess as applicable will be deducted from the bills as per rules & regulations. All applicable taxes & levies are deducted (if applicable) at the time of payment.

19. Details Confidential:

The Contractor shall treat the Contract and everything contained therein as private and confidential. In particular the Contractor shall not publish any information, drawing or photograph concerning the works and shall not use the sites for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as he may prescribe during the course of execution of contract you may receive information of the confidential nature or proprietary nature which is to be used only during the course of execution of work (whenever necessary). Such type of information is not to be disclosed with other party. Hence at the time of contract you will have to give undertaking regarding nondisclosure of confidential information.

20. Disputes:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to E.E. and the E.E. shall (within 120 days after receipt of the contractor's representation make and notify decisions of all matters to by the contractor in writing.

21. Termination of Contract:

The undersigned reserves the right of cancel the contract, after giving due notice to the contractor, in the event of the breach of contract in any respect or undue delay in execution of work / starting of the work.

22. Applicability of General Conditions of Contract:

Notwithstanding anything stated herein, the MSETCL's General Terms and Conditions of Contract shall be applicable to the contract, as far as they are applicable to this contract also.

23. Jurisdiction:

All disputes, differences related to the tender / contract shall be subject to the exclusive jurisdiction of Pune District Court. The undersigned reserves the right to cancel the tender/LOI/work order at any stage without assigning any reasons thereof.

**Executive Engineer
EHV PD-1 Pune**



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECTS DIVISION-1 PUNE

DEVIATION FROM SPECIFICATION.

Sr. No.	Clause No.	Details of Deviation with justification.
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**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECTS DIVISION-1 PUNE**

LETTER TO THE EXECUTIVE ENGINEER

To,

**The Executive Engineer,
M.S.E.T.C.L.
EHV Projects division-1,
Pune.**

Sub:- Consent for tender conditions.

**Ref.:- EE/EHV PD-I/Pune/T- 7/2020-21
RFX No- 7000018959**

Dear Sir,

I / WE agree to execute the work mentioned in the above tender at the rates herein tendered by me/us subject to the conditions of the tender published on net which I/we have carefully read and thoroughly understood the same.

Yours Faithfully,

Name and address of the Tenderer:
With Seal

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**MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
EHV PROJECTS DIVISION-1 PUNE**

SCHEDULE 'A'

TENDER NO: - EE/EHV P D-I /Pune/T-7/2020-21.

RFX No:- 7000018959

Subject:- Work Contract for upgradation of 8 nos of Desktop & 1 no of HP lajer jet color printer by buy back and upgradation of 2 nos of laser jet printers under EHV PD-I, Pune

Sr. No.	Particular	Qty	Ex Rate	Less Buy Back Value	Unit Rate	GST 18%	Final Rate	Amount
1	Supply Installation & Commissioning of Desktop having specification as below:- i5, gen 7, 4 GB RAM, 1 TB, windows 10 Pro, Office:- Any open source (WPS/Libera etc), Monitor size 17" or 19". 3 yr warranty. Preferable make/brand:- Lenovo/HP/Dell.	6	41377.63	1000	40377.63	7267.97	47645.60	285873.60
2	Supply Installation & Commissioning of Desktop having specification as below:- i3, gen 7, 4 GB RAM , 1 TB, windows 10 Pro, Office:- Any open source (WPS/Libera etc), Monitor size 17" or 19". 3 yr warranty. Preferable make/brand:- Lenovo/HP/Dell.	2	41377.63	1000	40377.63	7267.97	47645.60	95291.2
3	Supply Installation & Commissioning of All in one Laser Jet Printer. Preferable make/brand:- HP, Canon etc	2	12287.28	0	12287.28	2211.71	14498.99	28997.98
4	Supply Installation & Commissioning of Laser Jet Pro M126 NW Multifunction All in one Printer. Preferable make/brand:- HP, Canon etc	1	18089.83	1000	17089.83	3076.17	20166.00	20166.00
							TOTAL	430328.78
							Say Rs	430329.00

Amount of contract limited to Rs. Four Lacs Thirty Thousands Three Hundred Twenty Nine Only incl of all taxes.

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- **Allocation of Desktop, Laptop & Printer under EHV PD-1,Pune**

Sr No	Particular	Qty	Requirement for
1	Desktop	8	Add EE EHV SS projects sdn,Baramati , Add EE EHV line projects sdn,Pune Add EE S&I Sdn,Pune , Add EE EHV line projects sdn,Baramati, Add EE EHV SS projects sdn,Pune, Manager F&A, DyEE (O), Head clerk
2	All in one laser jet Printer	3	Add EE EHV PD-I,Pune (O), AE (O), Head Clerk EHV PD-I,Pune.

NOTE:-

1. Quantities may vary as per site conditions.

2. Please Quote _____ % Above/ At Par / _____ % Below of above Schedule estimated rates.

**Executive Engineer
EHV PD-I Pune**

Sub: Bidders Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities

---Prohibiting participation of such Firms in MSETCL Tenders

ANNEXURE-G

**Undertaking to be submitted by the Bidder declaring that Bidder is not
Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities**

I/We hereby declare that I/We is/are participating in MSETCL's Tender No._____

As on date of submission of this Tender, I/We hereby declare that My Firm/We is/are not Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge and belief.

I/We hereby agree that in case My Firm/We are Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere, My/Our Offer is liable for rejection at any stage of Tendering process as per Tender Conditions.

Further, I/We hereby understand and agree that in case My Firm/We are Debarred/Blacklisted by Any Government/ Semi-Government/Other Power Utilities, anywhere, My/Our Order is liable for termination at any stage of Order execution process and My Firm/We shall be solely responsible for the consequences arising out of it .

Authorized Signatory

Seal of the Firm



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.
(CIN No.U40109MH2005SGC153646)

Name of office: Executive Director (Trans.)
Office Address: Prakashganga, MSETCL, Plot no. C-19, E-Block, Bandra Kurla Complex,
Bandra (E), Mumbai-400051
Contact No: (0) 022-2659 5159, (Fax) 022-2659 0808
Email id: edtrans@mahatransco.in / edtransmsetcl@gmail.com

SP/VIII/Circular/ No 0 - 6 5 4

Dt: 1 6 DEC 2020

CIRCULAR

Sub: Incorporation of clause in MSETCL tender conditions regarding registration of bidders from a country sharing a land border with India in order to be eligible to bid as per Order (Public Procurement No. 1) dt. 23.7.2020 from Ministry of Finance, GOI.

Ref: 1) Office Memorandum no. 6/18/2019-PPD dt. 23.7.2020 from Ministry of Finance, GOI, New Delhi
2) Order (Public Procurement No. 1 & 2) dt. 23.7.2020 from Ministry of Finance, GOI, New Delhi
3) Order (Public Procurement No. 3) dt. 24.7.2020 from Ministry of Finance, GOI, New Delhi
4) O.N. No. 264 dt. 30.09.20 approved vide no. CMD/MSETCL/751 dt. 17.11.2020

1.0 The Ministry of Finance, Government of India (GOI), New Delhi vide Office Memorandum no. 6/18/2019-PPD dt. 23.7.2020 has amended Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principals of public buying' by inserting sub-rule (xi) on grounds of defence and national security.

In this regard vide Order (Public Procurement No. 1) dt. 23.7.2020, the Ministry of Finance, GOI, New Delhi has issued orders requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects).

2.0 The proposal for incorporation of directives of above order in all tenders of MSETCL i.e supply, services and turnkey works is approved by the competent authority vide ref. (4) above.

Accordingly all Field offices / concerned sections of MSETCL are instructed to incorporate related clause in the Tender documents of the tenders to be floated by them henceforth. A sample format of the clause to be incorporated in Tender document as given in Annexure-III of said GOI order is enclosed herewith for ready reference.

- 3.0 As per Sr. No. (4) of GOI order, in tenders to be issued after date of this order (i.e. 23.07.2020), the provisions of paragraph 1 and of other relevant provision of this order (public procurement no. 1) shall be incorporated in the tender conditions.

For Transitional cases i.e. tenders which have already been floated after 23.7.2020 without incorporating the said clause and offer(s) have been received from any of the bidders / entities as mentioned at Sr. No. 8 (Definitions) of GOI order (public procurement no. 1), then such tenders shall be processed as per guidelines given in clarification vide order (public procurement no. 3) dt. 24.7.2020 of GOI.

- 4.0 A copy of GOI Office Memorandum (OM) and Order (Public Procurement No. 1, 2 & 3) cited under reference (1) to (3) above is attached with this circular for ready reference.

This circular is uploaded on <https://ep.mahatransco.in>

Encl. : As above


Executive Director (Trans.)

Copy to :

All as per mailing list
(Upto the sub-divisional level)

Sample format of clause to be incorporated in MSETCL Tender Document regarding registration of bidders from a country sharing a land border with India in order to be eligible to bid as per Order (Public Procurement No. 1) dt. 23.7.2020 from Ministry of Finance, GOI

1.0 ELIGIBILITY FOR BIDDING:

1.1 All registered vendors of MSETCL whose registration on SRM e-tendering is valid on the date of submission of bid can participate in the subject tender. The bidder shall invariably declare the name of the manufacturer of the equipment offered and shall also indicate its country of origin (mandatory in case of imported items).

1.2 **For bidders from a country that share land border with India the following restrictions shall be applicable** (As per order Public Procurement no. 1 dt. 23.7.2020 from MoF, GOI with subsequent clarifications):

- i) Any **bidder** from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as indicated in Annexure-I (Competent Authority and Procedure for registration) of order Public Procurement no. 1 dt. 23.7.2020 from Ministry of Finance, Government of India.
- ii) The term “**Bidder** from a country which shares a land border with India” means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iii) The registration of the bidder from Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- iv) The bidder who **shares a land border with India** shall furnish documentary evidence of valid registration obtained from the issuing competent authority and submit the following undertaking on their letterhead, duly sealed and signed, alongwith their offer:

“I the undersigned have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that _____ (name of bidder) incorporated on _____ with its registered office at _____, participating in the subject tender, is from such a country and has been registered with the competent authority. I hereby enclose the valid registration certificate issued by the competent authority and certify that _____ (name of bidder) fulfils all requirements in this regard and is eligible to be considered.”

- v) The bidder who **does not share a land border with India** shall submit the following undertaking on their letterhead, duly sealed and signed, alongwith their offer:

“I the undersigned have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that _____ (name of bidder) incorporated on _____ with its registered office at _____, participating in the subject tender, is not from such a country. I hereby certify that _____ (name of bidder) fulfils all requirements in this regard and is eligible to be considered.”

- vi) For Works involving possibility of sub-contracting, the bidder shall additionally submit the following undertaking on their letterhead, duly sealed and signed, alongwith their offer:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that _____ (name of bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that _____ (name of bidder) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

- vii) Offer received without the prescribed undertaking (as per Sr. No. iv, v, vi above as applicable) shall be liable for rejection. Further, if the certificate / undertaking submitted by the bidder is found to be false, it would be a ground for rejection of offer / immediate termination and further legal action in accordance with law.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

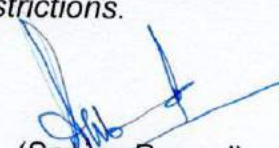
161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

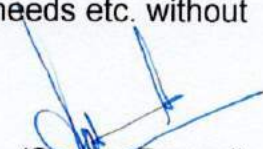
Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.


Example1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


(Sanjay Prasad)
Joint Secretary (PPD)
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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi